

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

JOSHUA LEO,)
Plaintiff,)
v.) Civil Action No. 20-1237
THOMAS NEWARA, NEWARNICK)
CONSTRUCTION,)
Defendant.)

MEMORANDUM OPINION

Presently before the Court is Plaintiff Joshua Leo's *pro se* Complaint to Confirm Arbitration Award and to Enter Judgment (the "Complaint"). (Docket No. 1). Defendant Thomas Newara, Newarnick Construction ("Newara") has neither filed an answer nor otherwise responded to the Complaint. For the reasons set forth herein, the Complaint is dismissed for lack of subject matter jurisdiction.

According to the Complaint, Leo paid \$6,500.00 to Newara to remodel his bathroom, but then identified numerous defects regarding Newara’s workmanship after the work had been performed. (Docket No. 1, ¶¶ 7-9). As further alleged, after trying unsuccessfully to cure the alleged defects or otherwise resolve their differences, the parties agreed to submit their dispute to arbitration pursuant to a “Post-Dispute Arbitration Agreement” through a dispute resolution service named “FairClaims,” which incorporates Rules and Procedures providing that “the prevailing party may file a petition to confirm the award in any court having jurisdiction.” (Docket No. 1, ¶¶ 6 (allegedly quoting “Rule[] 21 of the FC Rules”), 10-14; Docket No. 1-3). The parties allegedly submitted their dispute electronically via FairClaims’ website and participated in

a virtual hearing¹ before an arbitrator who subsequently rendered a “Final Award” on February 27, 2020 in favor of Leo in the amount of \$5,377.00; this Final Award was delivered to the parties electronically via FairClaims’ website. (Docket No. 1, ¶¶ 15-16; Docket No. 1-2). Thereafter, Newara paid Leo \$1,344.25, leaving a remaining balance owed on the award in the amount of \$4,032.75. (Docket No. 1, ¶ 17; Docket No. 1-4). Finally, Leo notes that Newara did not seek to vacate, modify, or correct the Final Award. (Docket No. 1, ¶ 22).

Leo avers that he filed his Complaint within one year of the issuance of the arbitrator’s Final Award, seeking to confirm it and to obtain judgment in the amount of \$4,032.75 pursuant to the Federal Arbitration Act (“FAA”), 9 U.S.C. § 9. (Docket No. 1, ¶¶ 19-20, and at 8 (“WHEREFORE” clause)). However, while the FAA authorizes a petition to confirm an arbitration award, the United States Supreme Court notes that that “does not itself create jurisdiction. Rather, the [Court] must have what we have called an ‘independent jurisdictional basis’ to resolve the matter.” *Badgerow v. Walters*, No. 20-1143, 2022 WL 959675, at *3 (U.S. Mar. 31, 2022) (quoting *Hall St. Assoc., L.L.C. v. Mattel, Inc.*, 552 U.S. 576, 582 (2008)). Here, upon reviewing the face of Leo’s Complaint, it is plainly evident that the parties are both Pennsylvanians and the amount of their dispute is well below \$75,000.00 such that diversity jurisdiction pursuant to 28 U.S.C. § 1332(a) does not exist, nor is there federal question jurisdiction pursuant to 28 U.S.C. §1331.

¹ Even though the parties are both from Baden, Pennsylvania, Leo avers that “the Seat of Arbitration is deemed to be ‘Los Angeles, California’ under the FC Rules” (Docket No. 1, ¶¶ 3-4, 6 (citing “the FC Rules, which both parties explicitly agreed to abide by”)). The Complaint does not address the physical location(s) of either party when participating in the virtual hearing.

Accordingly, because this Court lacks subject matter jurisdiction over Leo's claim, the Complaint to Confirm Arbitration Award and to Enter Judgment is dismissed without prejudice to Leo's ability to bring his claim in an appropriate state court.

An appropriate Order follows.

Dated: April 27, 2022

s/ W. Scott Hardy

W. Scott Hardy

United States District Judge

cc/ecf: Joshua Leo (via U.S. Mail)